

4-320A049

No.

NOV 15 1984

Date

Fee \$

20.00

ITEL

ICC Washington, D. C.

Istel Rail Corporation

55 Francisco

San Francisco, California 94133

(415) 984-4000

Telex 34234

RECORDATION NO.

10362-5

FILE 1425

NOV 15 1984 - 1 15 PM

October 23, 1984 INTERSTATE COMMERCE COMMISSION

MOTOR OPERATING UNIT

NOV 15 1 06 PM '84

ICC OFFICE OF
THE SECRETARY

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Istel Rail Corporation for filing and recordation under the Lease Agreement dated March 9, 1979 between Istel Corporation, Rail Division and Greenbay and Western Railroad which was filed with the ICC on May 10, 1979 at 2:00 P.M. and given ICC recordation ~~10362~~ ¹⁰³⁶², four counterparts of the following document:

Amendment No. 1 dated as of January 25, 1984 to the Sublease Agreement between Green Bay and Western Railroad and the SOO Line Railroad.

The names and addresses of the parties to the aforementioned Amendment are:

1. Green Bay and Western Railroad
P.O. Box 2507
Green Bay, Wisconsin 54306
2. SOO Line Railroad Company
P.O. Box 530
800 SOO Line Building
Minneapolis, MN 55440

The equipment covered by this Amendment is seventy-five (75) 70-ton boxcars, 50'6" in length, bearing reporting marks SOO 178882-178956.

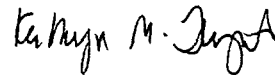
Please cross-reference this Amendment to SOO Line Railroad Company.

Also enclosed is a check in the amount of \$20.00 for the required recording fee.

Mr. James H. Bayne, Secretary
October 23, 1984
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kathryn M. Thyret".

Kathryn M. Thyret
Legal Assistant

KMT/csh
Enclosures

cc: Virginia Hanger
IteI Rail Corporation

Interstate Commerce Commission
Washington, D.C. 20423

11/15/84

OFFICE OF THE SECRETARY

Kathryn M. Th yret
Itel Rail Corporation
55 Francisco
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/15/84 at 1:15pm and assigned re-
recording number(s). *10362-1*

Sincerely yours,

James H. Bayne
Secretary

Enclosure(s)

L-0637
2/8/84

RECORDATION NO. 10362-5m
Filing 1425

NOV 15 1984 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Sublease Agreement (the "Sublease") made as of August 9, 1983 between GREEN BAY AND WESTERN RAILROAD ("Sublessor") and SOO LINE RAILROAD COMPANY ("Sublessee") is made this 25th day of January, 1984 between Sublessor and Sublessee.

W I T N E S S E T H :

WHEREAS, Sublessor and Sublessee are parties to the Sublease, pursuant to which seventy-five (75) boxcars ("Cars") bearing the reporting marks SOO 178882-178956 have been leased by Sublessor to Sublessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree to amend the Sublease as follows:

1. All terms defined in the Sublease shall have their defined meanings when used in this Amendment.
2. Subsection 7.D.(i) shall be deleted in its entirety and the following shall be substituted therefor:

"7.D.(i). The calculations required in Subsection 7.C. shall be made within five (5) months after the end of each calendar year ("Final Calculation(s)"). In order that Sublessor may meet its financial commitments, Sublessee shall pay Sublessor amounts due during each calendar month of activity in which revenues are actually earned ("Service Month") according to the following schedule:

1. By the seventy-fifth (75th) day after each Service Month, Sublessee shall pay to Sublessor all current amounts reported by foreign railroads for each Service Month based on Summary of Accounts Due for Car Hire/Time Charges of Railroad Freight Cars and Related Costs ("Car Hire Report"). Included with this payment, Sublessee shall report to Sublessor per diem earned and mileage allowed on the cars for each Service Month.
2. By the one hundred fifth (105th) day after each Service Month, Sublessee shall pay to Sublessor all first month adjustments allowed on the Car Hire Report.
3. By the one hundred thirty-fifth (135th) day after each Service Month, Sublessee shall pay to Sublessor all remaining car hire amounts due from foreign railroads, including but not limited to car hire claims issued.

4. Within three (3) months after the end of each calendar quarter, Sublessee shall calculate on a quarterly year-to-date basis, the approximate amount, if any, due either party pursuant to Section 7. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculations, provided, however, that with twenty (20) days following the final calculation, any amount paid either party in excess of the amounts required shall be refunded to the appropriate party."
3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

GREEN BAY AND WESTERN
RAILROAD

By: Stephen M. Anderson

Title: President

Date: 8-20-84

SOO LINE RAILROAD COMPANY


By: C. E. Leary

Title: Vice President Operations

Date: June 23 1984

STATE OF WISCONSIN)
COUNTY OF BROWN) ss:

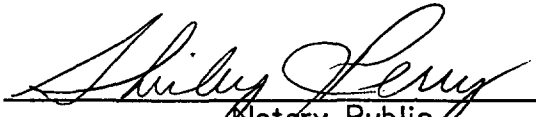
On this 20th day of August, 1984, before me personally appeared Stephen P. Selby, to me personally known, who being by me duly sworn says that such person is President of Green Bay and Western Railroad, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

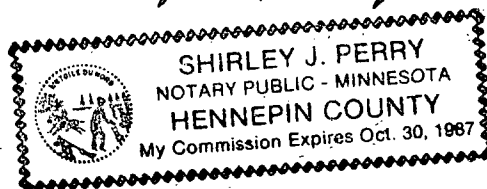

Notary Public

Caryl R. Jaeckel, Notary Public
Brown County, Wisconsin
My Commission Expires 6/12/88

STATE OF Minnesota)
COUNTY OF Hennepin) ss:

On this 28th day of June, 1984, before me personally appeared C. C. Leary, to me personally known, who being by me duly sworn says that such person is Vice President Operations of Soo Line Railroad Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



ITEL RAIL

Interoffice Correspondence

2/73

DATE: August 27, 1984

TO: Joey Thyret

FR: Sam Kemp *SK*

RE: ICC Filing

The following document is to be filed with the ICC:

Amendment No. 1 dated as of January 25, 1984 to the Sublease Agreement between Green Bay and Western Railroad and SOO Line Railroad Company.

The pertinent recordation information is as follows:

<u>Documents</u>	<u>Recordation Nos.</u>	<u>Recordation Dates</u>
GBW Lease	10362	05/10/79 - 2:00 PM
Amendment No. 1	10362C	10/03/79 - 1:15 PM
Amendment No. 2	10362D	11/26/79 - 2:10 PM
Amendment No. 3	10362E	12/24/80 - 1:40 PM
Amendment No. 4	10362F	02/02/81 - 1:10 PM
Amendment No. 5	N/A	Unknown
Lease Termination & Reinstatement	10362H	12/27/82 - 2:25 PM
GBW/SOO Line Sublease	10362F	8/10/84 - 3:10 PM

The equity and debt sources for the equipment involved are:

<u>Car Series</u>	<u>Equity</u>	<u>Debt</u>
GBW 7201-7407 (N.S.)	GEC	GECC

Please contact me when the transmittal letter to the ICC has been completed.

Thank you.

Attachment